



3835 Copley Road  
Copley, OH 44321  
800-343-5626  
330-867-5124  
330-666-7419 FAX  
www.multibase.com



FM 10734

## NOTICE OF DEMAND FOR RECLAMATION OF GOODS

October 14, 2005

Delphi Corporation  
Delphi Safety & Interior Systems  
1401 Crooks Road  
Troy, MI 48084-7106

Dear Delphi:

You are hereby notified that, pursuant to Section 546(c)(1) of the U.S. Bankruptcy Code and applicable state law (including Section 2-702(b) of the Uniform Commercial Code), Multibase Inc hereby reclaims and demands the immediate return of all goods received by Delphi Corporation, Delphi Safety & Interior Systems from Multibase Inc on or after September 28, 2005. Such goods include, but are not limited to, those set forth in the invoices attached hereto.

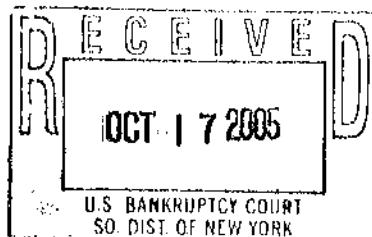
Demand is further made that the goods reclaimed pursuant to this notice be and remain segregated immediately, that they not be sold or modified in any way, and that Delphi Corporation, Delphi Safety & Interior Systems deliver such goods to Multibase Inc immediately.

Please contact me promptly for delivery instructions or questions.

Sincerely,

*Cindy Ferrio CBF*

Dow Corning Corporation/Multibase Inc  
Cindy Ferrio CBF  
Collection Specialist  
2200 West Salzburg Road  
Midland, MI 48686-0994  
Tele: 1-800-248-2481 Ext: 728





 <b>multibase</b> A Dow Corning Company  Telephone (330) 867 5124      Fax (330) 666 7419 US Fed. Reg. No. 510307573	<b>Invoice</b>		Page 1 of 1						
	Invoice Number 1003571466		Date 30Sep2005						
	Please note change in Remit To address shown below. Cindy Ferrio								
	Phone: 989-496-7728 Fax: 989-496-6299								
	<b>Bill-to</b> 1103086 Accounts Payable Department DELPHI CORPORATION DELPHI SAFETY & INTERIOR SYSTEMS 1401 CROOKS ROAD TROY MI 48084-7106 United States			<b>Ship-to:</b> 1103087 DELPHI CORPORATION DELPHI SAFETY & INTERIOR SYSTEMS VANDALIA PLANT 250 NORTHWOODS BOULEVARD VANDALIA OH 45377-5051 United States					
<b>Payment Terms</b> 1.5% 10 days, 30 days net Up to 10Oct2005 you receive 1.500 % discount									
<b>Shipping Weight (net/gross)</b> Net Weight      725.6 KG      Gross Weight      771.0 KG									
<table border="1"> <thead> <tr> <th>Goods Description</th> <th>Quantity</th> <th>Price</th> <th>Unit</th> <th>Amount</th> </tr> </thead> </table>					Goods Description	Quantity	Price	Unit	Amount
Goods Description	Quantity	Price	Unit	Amount					
Delivery number: 8603242741 Issue date: 30Sep2005 Delivery terms: FCA SHIPPOINT COLLECT									
Sales order: 3085227 Purchase order no: 550056439 10-3 from 18Aug2005									
4048622 MULTI-FLEX(R) RP 6568B2 UV1AP2 NEUTRAL, 362.8 KG (800 LB) Box Batch: 0002413642 1600 lbs =      2 Box      271.60 USD      100 lbs      4345.60 Customer Material: M100825									
Total Payable (USD)      4345.60									
<b>PLEASE REMIT TO:</b> Multibase Inc., 22556 Network Place, Chicago, IL 60673-1225. <b>INTEREST CHARGE:</b> After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.									
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED. S1350E1 S1350E1 S1350E1 S1350E1			Total Payable      4345.60      Currency      USD						
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.									

## TERMS &amp; CONDITIONS OF SALE

## 1. END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

## 2. LIMITED WARRANTY

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 3. REMEDY

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

## 4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

## 5. PRICE

Price charged will be price in effect at planned date of delivery.

## 6. TERMS OF PAYMENT

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

## 7. FREIGHT TERMS:

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

## 8. TAXES:

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

## 9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods; either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

## 10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

## 11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

## 12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyers expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

## 13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

## 14. QUANTITY VARIATIONS:

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

## 15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

## 16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

## 17. ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

## 18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

## 19. Responsible Care:

Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.



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Password

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Locate Terminal  
Enter Zip Code

**Track Individual Pro** **Track Multiple Pros**

Search Number

Recent Searches

Current Status: Clear Delivery

**Track Pro**

Pro No.

Pickup Date

Delivery Date

Total Units

Weight

<input type="text" value="0809100101"/>	<input type="text" value="09/30/2005"/>	<input type="text" value="10/03/2005 11:00 AM"/>	<input type="text" value="2"/>	<input type="text" value="1696"/>
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Reference Numbers

DEL 8603242741  
PO 550056439  
ORD 3085227

**Delivery Progress**

10/03/2005 11:00 AM	Delivered
10/03/2005 9:29 AM	Out for Delivery on truck # F5443
10/01/2005 5:15 AM	Line Haul Move - Departed Toledo, OH on truck # 53-153 enroute to Dayton, OH
09/30/2005 8:48 PM	Line Haul Move - Departed Cleveland, OH on truck # 5242 enroute to Toledo, OH
09/30/2005 5:02 PM	Arrived at Connection Cleveland, OH

You must login using your MyConnection account to view POD and BOL images!

The Connection Company P.O. Box 28429 Columbus, OH 43228 Phone: 800-468-8301 Fax: 614-851-2080 [webmaster@connectionco.com](mailto:webmaster@connectionco.com)

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